

MERCHANT PROCESSING APPLICATION AND AGREEMENT

Sales Rep _____

Sales Office _____

1. GENERAL INFORMATION

Client's Business Name (Doing Business As)			Client's Corporate/Legal Name		
Location Address			Corporate Address (if Different than Location)		
City	State	Zip	City	State	Zip
Location Phone		Location Fax	Contact Name		Contact Phone
Customer Service Phone		Prior Security Breach? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business Email		D&B#
Business Website Address			Fed Tax ID # (Must match IRS income tax filing)		Tax Type
Multiple locations? <input type="checkbox"/> Y or <input type="checkbox"/> N If Yes, enter # of locations _____			Tax Filing Name		
Send retrieval / chargeback requests to <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address			Date Business Started		Length Current Ownership
Send monthly merchant statements to: <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address <input type="checkbox"/> Do Not Mail					
Type of Organization: <input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Govt. (Local/State/Federal) <input type="checkbox"/> 501c/Tax Ex. State Filing: _____					
<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.)			NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)		

2. OWNERS / PARTNERS / OFFICERS

Owner/Officer 1		Home Address		Telephone		Social Security #	
Title	% Ownership	City	State	Zip	Email Address	Birth Date	
Owner/Officer 2		Home Address		Telephone		Social Security #	
Title	% Ownership	City	State	Zip	Email Address	Birth Date	
Prior Bankruptcies? Owner 1 <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Business and/or <input type="checkbox"/> Personal		Owner 2 <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Business and/or <input type="checkbox"/> Personal					

3. TRANSACTION INFORMATION

4. NATURE OF BUSINESS

MC/V/Disc/Amex	Describe Product/Services Sold _____
Requested Monthly Payment Card Volume \$ _____	Business Type _____
Requested Avg Payment Card Ticket \$ _____	Seasonal Merchant <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec
Requested High Payment Card Ticket \$ _____	Swipe % _____ MOTO% _____ INTERNET% _____ (Total must equal 100%)
Previous Processor _____	
Reason For Leaving _____	

5. BANKING ACCOUNT INFORMATION

Deposit Bank Name	Routing#	Account#	Bank Phone	<input type="checkbox"/> Combined ACH <input type="checkbox"/> Checking <input type="checkbox"/> Savings
				<input type="checkbox"/> Individual ACH

6. SERVICE ACCEPTANCE AND FEE SCHEDULE

Request to Accept Card Types: VISA CREDIT VISA DEBIT MASTERCARD CREDIT MASTERCARD DEBIT DISCOVER AMEX CREDIT PIN DEBIT

V/MC/Discover Network Discount Plan: Tiered Basic Passthrough IC ERR Flat Rate

Assessments & Brand Fees: Included Billed Separately Requested Discount Payment Method: Daily Monthly

DISCOUNT FEES: Visa, MasterCard, Discover, Pin Debit

All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, Amex Net Work Fee et al.

Qualified Discount =	Mid Qual = Qual +	Non Qual = Qual +	Pass Through IC =	ERR =	Flat Rate =	Pin Debit = Passthrough +
Debit Qual Discount +	Debit Mid Qual = Qual +	Debit Non Qual = Qual +	Debit Pass Through IC =	Debit ERR =	Debit Flat Rate =	

American Express Opt Blue Or AMEX Direct

Opt Blue Discount Plan: Tiered Basic PassThrough IC ERR Flat Rate

Credit Qual _____% Per Item \$ _____	Credit Mid-Qual _____% Per Item \$ _____	Credit Non-Qual _____% Per Item \$ _____	AMEX Direct:
Pass Through IC _____% Per Item \$ _____	ERR _____% Per Item \$ _____		Existing SE # _____

Authorization, Monthly & Miscellaneous Fees

Authorization Fees: Visa/MC/Discover Network \$ _____ Amex/Fleet/Other \$ _____ Pin Debit \$ _____ EBT \$ _____ Electronic AVS \$ 0.05 Voice Auth \$ 1.00 Voice AVS \$ 3.00	Monthly Fees: Monthly Service \$ _____ Monthly Minimum \$ _____ Wireless Fee \$ _____ Pin Debit Monthly \$ _____ Industry Compliance \$ _____ Industry Non-Compliance up to \$24.95 (if applicable per Section 4.8 of the Merchant Program Guide)	Miscellaneous Fees: Chargeback \$ _____ (Per Occurrence) Retrieval Fee \$ _____ (Per Occurrence) ACH Reject Fee \$ 25.00 (Per Occurrence) Annual Fee \$ _____ Month to bill _____ Batch Fee \$ _____ (Per Item) Sales Transaction Fee \$ _____ (All Card Types - Per Item) Return Transaction Fee \$ _____ (All Card Types - Per Item)	MX Merchant Fees: MX Merchant Monthly Fee \$ _____ MX Gateway Transaction Fee \$ _____ Plan Type: MX4: <input type="checkbox"/> Reporting <input type="checkbox"/> Basic <input type="checkbox"/> Plus <input type="checkbox"/> Premium <input type="checkbox"/> Enterprise <input type="checkbox"/> Base <input type="checkbox"/> Retail <input type="checkbox"/> Developer MX6: <input type="checkbox"/> Base <input type="checkbox"/> Invoicing <input type="checkbox"/> Retail
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In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$ _____ Early Termination Fee in accordance with Part IV, Section A.3 of the Merchant Program Guide.

7. Equipment?

Terminal or Software Type and Quantity: Type _____ Name _____
Quantity _____ IP Connection? [] Y [] N Wireless Connection? [] Yes [] No Serial _____ Sim _____
Additional Special Instructions: _____
Do you use any third party to store, process, or transmit card data? [] Yes [] No
If yes, give name/address: _____

LEASE? [] Lease Company; First Data Global Leasing Lease Term: ___mos Annual Tax Handling Fee \$10.20 This is a NON-CANCELLABLE LEASE for the full term indicated. Total Monthly Lease Charge \$ _____ w/o taxes, late fees, or other charges that may apply – See Lease Agreement for details

CLIENT INITIALS _____

8. SITE INSPECTION (Completed by Sales Agent)

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name: (printed) _____ Signature X _____

9. Annotation

10 SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (Version PPS0714) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section and Section 9, American Express above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and SYNOVUS Bank ("BANK") and their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Social Security numbers are classified as "Confidential" information under the PRIORITY Data Classification Retention and Disposal Policy. As such, Social Security numbers may only be accessed by and disclosed to PRIORITY team members and others with a legitimate business "need to know" in accordance with applicable laws and regulations. Social Security numbers, whether in paper or electronic form, are subject to physical, electronic and procedural safeguards, and must be stored, transmitted and disposed of in accordance with the provision of the information applicable to Confidential information. These restrictions apply to all Social Security numbers collected or retained by PRIORITY.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PRIORITY and BANK.

Client's Business Principal / Officer:

Signature X _____ Title _____ Signature X _____ Title _____

Print Name of Signer _____ Date _____ Print Name of Signer _____ Date _____

Personal Guarantee: In exchange for PRIORITY and Synovus Bank (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature X _____ Title _____ Print Name of Signer _____ Date _____

Personal Guarantee Signature X _____ Title _____ Print Name of Signer _____ Date _____

Accepted By
Priority Payment Systems, LLC

P.O. BOX 246, Alpharetta, GA 30009-0246

Signature X _____

Title _____ Date _____

Synovus Bank

1111 Bay Ave, Columbus, GA 31901

Signature X _____

Title _____ Date _____

PROCESSOR Name: Priority Payment Systems
 INFORMATION: Address: P.O. Box 246, Alpharetta, GA 30009-0246
 URL: www.prioritypaymentsystems.com/manuals/programguide.2.6.1.pdf Customer Service#: 1-855-813-5293

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 21 of the Card Processing General Terms.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms, Events of Default Section 24 and, Reserve Account; Security Interest 25), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, Section A.3 of the Merchant Program Guide.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
10. **For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-855-813-5293, and / or refer to Important Phone Numbers on the Additional Important Information Page, Part III, Section A.4.**

11. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Synovus Bank

The Bank's mailing address is 1111 Bay Avenue, Columbus, Georgia 31901, and its phone number is (706) 649-4900.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserves that are derived from settlement.

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements. b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization rules.
- e) Retain assigned copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- g) You may download "MasterCard Regulations" from MasterCard's website at: <https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf>

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version PPS0714(ia)] consisting of 34 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

<https://prioritypaymentsystems.com/manuals/programguide.2.6.1.pdf>

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

Please Print Name of Signer

Title

Date